

EXHIBIT A
Credit Agreement



CREDIT APPLICATION FAX COVER SHEET

To: Centralized Credit Application Department

Fax: 757-369-4065

Hot Rush Only: 757-369-4989

Fr: Name: Christopher Mott

Main Branch Number: [REDACTED]

Email: Christopher.Mott@ferguson.com

Main Branch Name: Lakewood

City, State: Lakewood, NJ

User Number: [REDACTED]

Telephone: 732-942-8605

(if applicable)

Please process the attached credit application and advise the results.

ALL APPLICATIONS WILL BE PROCESSED WITHIN 48 HOURS

Exception: Hot Rush ☒ (Must email ccad@ferguson.com and fax to 757-369-4989)

Date: 4/3/19

Customer Name: Orbit Enerby & Power LLC

New Customer? Yes ☒ No ☐

Trilogie Main Account #: [REDACTED]

The following states by point of origin (taxed by origin): AZ, IL, MO, MS, NM, OH, PA, TN, TX, UT, and VA

What location # is this customer assigned to? (Must have a location number) [REDACTED]

INVESTIGATION:

Note: You must have the necessary signatures to run a consumer report or a full investigation with appropriate business reports will be ran.

☐ Minimal
(only Consumer Report with necessary signatures)

Process Application without Officer's
Signature?

Yes ☒ No ☐

☒ Full

Process Application without a dated Terms
&/or Personal Guaranty Section?

Yes ☒ No ☐

CCAD Contact References? Yes ☒ (48 hour turn around not guaranteed)

Application is over 3 years old – I have attached updated references

Please note, if application is over 3 years old, references will not be contacted

Branch Contact References? Yes ☐ Create work queue item at branch to call references

Do Not Contact References ☐ Do not create work queue item to call references

ADDITIONAL CUSTOMER INFORMATION (Required for Rapid Apps)

Price Column:

Customer Type:

Salesperson:

EDP

For HFM Rapid App, Please notify Pauline Kozuh and/or the following Salesperson:

ADDITIONAL COMMENTS:

PLEASE RUN ALL AVAILABLE REPORTS (INCLUDE PG). AND CHECK REFERENCES. PLEASE KEEP ACCOUNT ON COD AFTER APPROVED. THANK YOU!

Exhibit

USC account #

CREDIT APPLICATION

FERGUSON®

Office Use Only:

☒ Plumbing☒ HVAC☐ Waterworks☐ Fire & Fabrication☒ New Applicant☐ Update

Mail:

Fax:

Primary location of material purchases (required):#
City State**A. APPLICANT (BUSINESS NAME OR NAME OF INDIVIDUAL IF SOLE PROPRIETOR)**

Name ORBIT ENERGY & POWER, LLC

Phone 1-800-836-3987

Street Address 106 Mantua Boulevard

Fax 1-856-210-7337

City Mantua

State New Jersey

Zip 08051

Mobile 1-609-868-3221

Email SAngelini@OrbitEnergy.US

B. PRINCIPALS/OFFICERS

Title	Name	City/State	Social Security #	Birth date	Phone	Insolvency*
President	Sean S. Angelini	Wenonah/ NJ				N/A
		/				
		/				
		/				

* List the year of any bankruptcy or insolvency by principal/officer or any affiliated corporation, LLC, partnership or business.

C. BILLING INFORMATION

All invoices and statements will be sent to the following email unless otherwise requested:

Are job names required?

☒ Yes
☐ NoEmail Address (Required) slisboa@OrbitEnergy.US
sangelini@OrbitEnergy.US

Are Purchase Orders Issued?

☐ Yes
☒ No

Sales Tax Exemption #

State

PLEASE ATTACH AN EXEMPTION
CERTIFICATE FOR EACH STATEAre you a small business,
wholesale merchant or reseller?☒ Yes
☐ No

Other Billing Instructions

Federal Tax ID#/Employer ID#

D. ABOUT YOUR COMPANY (ATTACH FINANCIAL STATEMENTS FOR THE LAST TWO YEARS)

<input checked="" type="checkbox"/> Single Family	<input checked="" type="checkbox"/> Mechanical PVF	<input type="checkbox"/> Commercial	<input type="checkbox"/> Waterworks	Type of Entity <input type="checkbox"/> Corp <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partner <input type="checkbox"/> Sole Prop
<input checked="" type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Plumbing	<input type="checkbox"/> HVAC R C	<input type="checkbox"/> Internet Reseller	
<input checked="" type="checkbox"/> Repair -Remodel	<input type="checkbox"/> Government	<input type="checkbox"/> Industrial PVF	<input type="checkbox"/> Segment Code / Other: _____	

Estimate Monthly Purchases with Ferguson Enterprises, Inc. \$25,000./
MonthSurety / Bonding Company
N/ACapacity
N/ADate Business Started
September 20th, 2017No. of Employees
45Date of Incorporation
November 06th, 2017State of Incorporation
New JerseyDUNS No.
[REDACTED]

Type of License Held

State

Name of Holder

Number

Expiration Date

Master Plumber

New Jersey

William A. Dover

Lic.# [REDACTED]

06/30/19

HVAC Technician

New Jersey

William A. Dover

Lic.# [REDACTED]

06/30/20

E. REFERENCES

Type	Name	City / State	Phone	Fax	Account #
Bank	Fulton Bank of New Jersey	Mantua / New Jersey			
Supplier	Cooper Electric Supply	Pennsauken / New Jersey			
Supplier	Billows Electric Supply	Delran / New Jersey			
Supplier	Krannich Solar East	Pennsauken / New Jersey			

Applicant Name (required): Orbit Energy & Power, LLC

F. MISCELLANEOUS

1. **ENTIRE AGREEMENT:** This Agreement is between Ferguson Enterprises, Inc. and its subsidiaries (collectively "Seller") and the Applicant named above or on page 1. This Agreement along with the terms and conditions located at <https://www.ferguson.com/content/website-info/terms-of-sale> on Seller's quotation, invoice or delivery ticket which are incorporated by reference (together referred to as "TERMS") represent the entire agreement between the parties and apply to all transactions. If the TERMS conflict with provisions of any other existing or future contract between Seller and Applicant (including Applicant's oral or written offer to purchase), whether or not signed by Seller, the TERMS herein shall prevail unless such other contract (a) specifically references this Agreement and the date, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are deemed void. Applicant grants Seller the exclusive right to select the forum for any disputes.
2. **PAYMENT:** Applicant agrees to pay for material and services ("Products") Net 10th proximo, unless on the invoice otherwise. Applicant must notify Seller of billing errors or adjustments in writing within ten (10) days from the invoice date. **Claims not received in writing within the time specified are waived by Applicant.** If Applicant fails to make any payment to Seller when due, the Applicant's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Applicant. Seller may repossess and remove any such Product, where payment is outstanding, without notice or demand. Alternatively, Seller may require Applicant to assemble and allow Seller to take possession. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections including reasonable attorneys' fees. In jurisdictions where a stated rate is required, reasonable attorneys' fees will be 15% of the outstanding balance. Seller shall grant a lien waiver only to the extent payment is received, paid by the bank, and not avoidable as a bankruptcy preference.
3. **SECURITY:** To secure payment and performance of all obligations and indebtedness of Applicant to Seller, Applicant hereby grants to Seller, and its successor and assigns, (i) a present and continuing first-priority Purchase Money Security Interest in all goods, inventory, equipment, and materials (including but not limited to construction related materials such as plumbing materials, appliances, waterworks, heating and air conditioning materials, tools, safety accessories and related supplies) which may be sold, consigned, leased, rented or delivered by Seller, directly or indirectly, to or for the benefit of, Applicant, and all proceeds thereof, including but not limited to insurance proceeds and proceeds from sale, lease, rental, return or repossession of same (the "PMSI Collateral"); (ii) a security interest in all existing and subsequently arising accounts and accounts receivable, chattel paper, general intangibles, goods, instruments, equipment, inventory, and supporting obligations and documents, whether or not related to the PMSI Collateral. Applicant authorizes Seller to file financing statements describing the collateral along with other notices, and will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.
4. **TRUST:** Applicant agrees that all funds owed to or received by Applicant from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Applicant agrees to promptly pay to Seller all such funds. Upon request, Applicant shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.
5. **CERTIFICATION:** The Applicant certifies the following: (1) the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) the undersigned is authorized to execute applications and other documents required to establish commercial credit accounts on behalf of Applicant; (3) Seller is hereby authorized to investigate and verify any information provided and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Applicant's extension of credit are subject to continuous credit review and approval; (4) Seller may answer questions from others about its credit experience with the Applicant; and (5) it has read, understood, and agreed to all of the TERMS, and agrees to notify Seller, in writing via certified mail, of any material change in name, ownership, location or corporate status within five (5) days. If Applicant is a partnership or sole proprietorship, then Seller is authorized to obtain and use consumer reports on the Applicant or its principals for the sole purpose of evaluating current or ongoing credit worthiness.

Sean S. Angelini - President

Elisa Lewellen

04-03-2019

Authorized Representative (Signature)

Printed Name & Title

Witness

Date

G. PERSONAL GUARANTY

As consideration for the Seller extending credit to the Applicant, the Guarantor(s), jointly and severally hereby personally guarantee the payment of any obligation of the Applicant to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing credit worthiness in connection with the extension of business credit. This Personal Guaranty shall not to exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of last sale. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Manager written notice via certified mail of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications shall not serve to alter, supersede or otherwise modify this Personal Guaranty.

Sean S. Angelini - President

04-03-2019

Guarantor 1 (Signature)

Printed Name

Social Security #

Date

Guarantor 2 (Signature)

Printed Name

Social Security #

Date



OFFICIAL CORPORATE INFORMATION

OFFICIAL COMPANY NAME:

ORBIT ENERGY & POWER, LLC

I.D. # [REDACTED]

Date of Formation: [REDACTED]

106 East Mantua Avenue

Wenonah, New Jersey 08090

PRINCIPAL(S):

Sean S. Angelini – Member & President

CORPORATE HEADQUARTERS (Address & Notices):

106 Mantua Boulevard

Mantua, New Jersey 08051

Phone: 800.836.3987

Attn.: Mr. Lou Sebastiani – Chief Financial Officer

lsebastiani@OrbitEnergy.US

FEDERAL TAX ID NUMBER:

EIN [REDACTED]

DUNS #:

INDUSTRIAL CODE:

NAICS CODE:

NJ BUSINESS REGISTRATION CERTIFICATE NUMBER:

NJ HIC LICENSE NUMBER:

NJ ELECTRICAL LICENSE NUMBER:

PA HIC LICENSE NUMBER:

DELAWARE STATE BUSINESS LICENSE NUMBER:

CITY OF NEW CASTLE DELAWARE BUSINESS LICENSE:

DELAWARE ELECTRICAL LICENSE NUMBER:

ORBIT ENERGY & POWER, LLC
106 Mantua Blvd. - Mantua, New Jersey 08051
Phone – 1 (800) 836-3987
www.OrbitEnergy.US



INSURANCE PRODUCER:

Brown & Brown Metro, LLC
2000 Midlantic Drive, Suite 440
Mount Laurel, New Jersey 08054
Mr. Brian DiLuigi/ Ms. Charlee DeFebbo
P: 856-552-6347
F: 856-840-8456
E: cdefebbo@bbdvins.com

NEW JERSEY MOTOR VEHICLE COMMISSION – ENTITY IDENTIFICATION NUMBER (CorpCode):

ID # [REDACTED]

ELECTRONIC FUNDS TRANSFER: ACH WIRING INSTRUCTIONS

ACH funds to: **ORBIT ENERGY & POWER, LLC**

Account #: [REDACTED]

Routing #: [REDACTED]

Financial Institution: **Fulton Bank of New Jersey**
200 Bridgeton Pike
Mantua, New Jersey 08051
Phone: 1-856-468-7700 Fax: 1-856-468-0454
Contact: Ms. Karen A. Cook – Vice President/ Branch Manager
Email: kcook@FultonBankNJ.com

Please feel free to contact me with any questions.
Thank-you.

Lou Sebastiani, CPA
Chief Financial Officer



106 Mantua Boulevard
Mantua, New Jersey 08051
Office: 800-836-3987
Mobile: 609-868-1267
lsebastiani@OrbitEnergy.US

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ORBIT ENERGY & POWER, LLC

TRADE REFERENCES
As of January 01, 2019

Billows Electric Supply Company

1813 Underwood Boulevard, Delran, NJ 08075

Contact: **Scott Pressler** - Chief Financial Officer & Treasurer

P: 856-544-3730

F: 856-461-0682

M: 267-539-7182

E: scottp@billows.com

Turtle & Hughes

1900 Lower Road, Linden, NJ 07036

Contact: **Wendy Sullivan-Yafchak** - Credit Analyst

P: 732-574-3600

D: 732-574-3311

E: wendy@turtle.com

Cooper Electric Supply Company

1 Matrix Drive, Monroe, NJ 08831

Contact: **Tom Brady** - Senior Vice President - NJ & PA

P: 856-544-3730

F: 856-461-0682

M: 908-433-8048

E: Tom.Brady@cooper-electric.com

Allied Building Products, a Beacon Roofing Supply Company

600 Secaucus Road, Secaucus, NJ 07094

Contact: **David Jenkins** - National VP, Solar

P: 201-507-2564

F: 201-438-1419

M: 201-615-6302

E: david.jenkins@alliedbuilding.com

Krannich Solar East, LLC

75 Twinbridge Drive - Suite H

Pennsauken, New Jersey 08110 - USA

Contact: **Ean Kyler** - CEO

P: 1-856-266-9855

F: 1-856-380-0739

M: 1-732-688-0474

E: e.kyler@usa.krannich-solar.com

ORBIT ENERGY & POWER, LLC

106 Mantua Blvd. - Mantua, New Jersey 08051

Phone - 1 (800) 836-3987

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NJ HIC [REDACTED]



ARC Design & Consulting, LLC
409 North Main Street
Elmer, New Jersey 08318
Contact: **Roger Anderson** - Owner
P: 856-712-2166
F: 856-358-1151
M: 856-305-1480
E: roger@arcdesignllc.net

Car Effex
587 Mantua Blvd.
Sewell, NJ 08080
Contact: **Michael Layton** - Owner
P: 856-468-3800
F: 856-468-3805
M: 856-498-8493
E: mlayton@careffex.com

BHR Contracting, LLC
145 Main Street
Mantua, NJ 08051
Contact: **Robert Layton** - Owner
P: 856-681-2696
F: 856-681-2067
M: 609-221-0203
E: bhrcontracting@gmail.com

Van Meter Auto Repair & Towing
395 Wenonah Avenue
Mantua, New Jersey 08051
Contact: **Keith Van Meter** - Owner
P: 856-415-2022
F: 856-415-1766
M: 856-381-3589
E: keith@vanmeterautorepair.com

South State Tech., LLC
71 Highland Avenue
Sicklerville, New Jersey 08081
Contact: **Pat Yocolano Jr.** - Chief Executive Officer
P: 856-553-5159
F: 856-956-1666
M: 856-905-1786
E: pat@southstatetech.com

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